

Pursuant to 10 S.C. Code Ann. Regs. 103-826 and 103-830 (2012), South Carolina Electric & Gas Company (“SCE&G” or “Company”) hereby answers the November 20, 2017, Request for SCE&G Monthly Bill to Reflect BLRA Monthly Charge (“Request”)¹ of South Carolinians Against Monetary Abuse (“SCAMA”) and Leslie MinerD (“Ms. MinerD”) (individually, each a “Complainant” and collectively, “Complainants”) as follows:

Each and every allegation of the Request not herein specifically admitted, modified, qualified, or otherwise responded to by SCE&G is hereby denied. SCE&G

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answers the following portions of the allegations set forth in the Request identified by paragraph and subparagraph numbers corresponding to those in the Request.

1. Responding to the first sentence of the first paragraph of Paragraph 1, SCE&G craves reference to the form of the electric bills issued to its electric customers and the statutory and legal authority governing bills issued to utility customers. Responding to the second sentence of the first paragraph of Paragraph 1, SCE&G craves reference to its Commission-approved rate schedules and the statutory and legal authority regarding charges and the issuance of bills for electric service. SCE&G denies any remaining allegations of the first paragraph of Paragraph 1. Responding to the first and second sentences of the second paragraph of Paragraph 1, SCE&G admits that the South Carolina Office of Regulatory Staff (“ORS”) has filed a Request for Rate Relief to SCE&G Rates Pursuant to S.C. Code Ann. § 58-27-920 in Docket No. 2017-305-E and craves reference to the pleadings filed in that proceeding. The remainder of the second paragraph of Paragraph 1 and subparagraphs (a), (b), (c), and (d) constitute a prayer for relief and do not contain allegations of fact that require a response from SCE&G. To the extent that a response is required, SCE&G denies the same. SCE&G denies any remaining allegations of Paragraph 1.

2. Responding to Paragraph 2, SCE&G admits that Ms. Minerd is an electric service customer of the Company and that she is seeking to make this filing on behalf of an entity identified as SCAMA. Further answering, SCE&G is without

knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 2 and, therefore, denies the allegations.

3. Responding to the allegations of Paragraph 3, SCE&G craves reference to the petitions and requests filed by the Company with the Commission pursuant to the Base Load Review Act (“BLRA”) and the relief granted pursuant thereto. SCE&G denies any remaining allegations of Paragraph 3.

4. Responding to the allegations of the first sentence of Paragraph 4, SCE&G craves reference to the petitions and requests filed by the Company with the Commission pursuant to the BLRA and the relief granted pursuant thereto. Responding to the remaining allegations of Paragraph 4, SCE&G states that the allegations constitute conclusions of law and Complainants’ characterization of alleged facts, the law, and proceedings before the Commission to which no response is required but, to the extent that any response is required, SCE&G craves reference to the BLRA and the statutory and legal authority governing electric rate proceedings and denies any allegations inconsistent therewith. SCE&G denies any remaining allegations of Paragraph 4.

5. Regarding the allegations of the first sentence of Paragraph 5, SCE&G craves reference to its Commission-approved rate schedules and to the information posted on the website of the South Carolina Office of Regulatory Staff. Responding to the allegations of the second sentence of Paragraph 5, SCE&G states that the allegations constitute conclusions of law and Complainants’ characterization of alleged facts, the law, and proceedings before the Commission to which no response

is required but, to the extent that any response is required, SCE&G craves reference to the BLRA and the statutory and legal authority governing electric rate proceedings and denies any allegations inconsistent therewith. SCE&G denies any remaining allegations of Paragraph 5.

6. Regarding the allegations of the first sentence of Paragraph 6, SCE&G states that the allegations constitute conclusions of law and Complainants' characterization of alleged facts, the law, and proceedings before the Commission to which no response is required but, to the extent that any response is required, SCE&G craves reference to the BLRA and the statutory and legal authority governing electric rate proceedings and denies any allegations inconsistent therewith. SCE&G denies the remaining allegations of Paragraph 6.

7. SCE&G denies the allegations of Paragraph 7.

8. Regarding the allegations of the first sentence of Paragraph 8, SCE&G states that the allegations constitute conclusions of law and Complainants' characterization of alleged facts, the law, and proceedings before the Commission to which no response is required but, to the extent that any response is required, SCE&G denies the same.

9. The allegations of Paragraph 9 constitute conclusions of law and Complainants' characterization of alleged facts, the law, and proceedings before the Commission to which no response is required. To the extent that any response is required, SCE&G craves reference to the BLRA, the statutory and legal authority governing electric rate proceedings, the petitions and requests filed by the Company

with the Commission pursuant to the BLRA, and the relief granted pursuant thereto. SCE&G denies any remaining allegations of Paragraph 9.

10. Responding to the first sentence of Paragraph 10, SCE&G admits that the Request has not been filed in Docket No. 2017-305-E. SCE&G states that the remaining allegations of Paragraph 10 constitute conclusions of law and Complainants' characterization of its pleadings, prayers for relief, alleged facts, the law, proceedings before the Commission to which no response is required. To the extent that any response is required, SCE&G denies the same. SCE&G denies any remaining allegations of Paragraph 10.

11. SCE&G denies the allegations of the first sentence of Paragraph 11. Further responding, SCE&G states that the remaining allegations of Paragraph 11 constitute conclusions of law to which no response is required. To the extent a response is required, SCE&G craves reference to the identified regulation and denies the remaining allegations of Paragraph 11.

12. SCE&G denies the allegations of the first sentence of Paragraph 12. SCE&G states that the allegations of the second sentence of Paragraph 12 constitute conclusions of law and Complainants' characterization of alleged facts and the law to which no response is required. To the extent a response is required, SCE&G denies the allegations of the second sentence of Paragraph 12. Further responding, to Paragraph 12, SCE&G craves reference to the form of the electric bills issued to its electric customers and the statutory and legal authority governing bills issued to electric utility customers. SCE&G denies any remaining allegations of Paragraph 12.

13. SCE&G denies the allegations of Paragraph 13.

14. SCE&G denies the allegations of Paragraph 14.

15. Responding to the allegations of Paragraph 15 beginning on page 4 and ending with the first partial paragraph on page 7, SCE&G craves reference to the petitions and requests filed with the Commission in Docket No. 2012-203-E and the relief granted pursuant thereto. Further responding, SCE&G denies the allegations of the first sentence of the first complete paragraph on page 7. The remaining allegations of the first complete paragraph on page 7 constitute Complainants' characterization of its pleading to which no response is required, but to the extent any response is required, SCE&G denies the same. Responding to subparagraph a) of Paragraph 15, SCE&G is without knowledge or information sufficient to form a belief as to the truth of these allegations and, therefore, denies the allegations. SCE&G states that the allegations of subparagraph b) of Paragraph 15 constitute conclusions of law and Complainants' characterization of alleged facts and the law to which no response is required. To the extent a response is required, SCE&G denies the allegations of subparagraph b) of Paragraph 15 and craves reference to the identified regulation. SCE&G denies any remaining allegations of subparagraph b) of Paragraph 15. SCE&G denies the allegations of subparagraph c) of Paragraph 15. SCE&G denies the allegations of subparagraph d) of Paragraph 15. Further responding, the allegations of the first, second, and third sentences of subparagraph e) of Paragraph 15 constitute Complainants' characterization of its pleading and prayers for relief to which no response is required, but to the extent any response is

required, SCE&G denies the same. SCE&G denies the allegations of the fourth sentence of subparagraph 15. SCE&G states that the allegations of the fifth sentence of Paragraph 15 constitute conclusions of law and Complainants' characterization of alleged facts and the law to which no response is required. To the extent a response is required, SCE&G denies the allegations of the fifth sentence of Paragraph 15. SCE&G denies the allegations of subparagraph f) of Paragraph 15. SCE&G denies any remaining allegations of Paragraph 15.

16. SCE&G states that the allegations of Paragraph 16 constitute conclusions of law and Complainants' characterization of alleged facts and the law to which no response is required. To the extent a response is required, SCE&G denies the allegations of Paragraph 16.

17. SCE&G denies the allegations of Paragraph 17.

18. SCE&G denies the allegations of Paragraph 18.

19. SCE&G states that allegations in Paragraph 19, constitute conclusions of law and Complainants' characterization of alleged facts and the law to which no response is required. To the extent a response is required, SCE&G denies the allegations of Paragraph 19. Further responding, SCE&G craves reference to its comprehensive solution to the outstanding issues regarding the V.C. Summer Station nuclear construction project announced by the Company on November 16, 2017, and denies any allegations inconsistent therewith. SCE&G denies any remaining allegations of Paragraph 19.

20. The remainder of the Request constitutes a prayer for relief or Complainants' characterization of its Request and does not contain allegations of fact that require a response from SCE&G. To the extent a response is required, SCE&G denies the same.

FOR A SECOND DEFENSE
(Failure to State a Claim)

21. The Request fails to state a claim upon which relief may be granted.

FOR A THIRD DEFENSE
(Failure to Exhaust Administrative Remedies)

22. The Request is barred, in whole or in part, for failure to exhaust applicable administrative remedies.

FOR A FOURTH DEFENSE
(Not Cognizable Under the Law)

23. The Request does not sufficiently establish the basis for a petition or other proceeding cognizable under the law and does not warrant a hearing.

FOR A FIFTH DEFENSE
(Statutory and Regulatory Compliance)

24. The acts and issues complained of are in compliance with applicable statutory and regulatory law.

FOR A SIXTH DEFENSE
(Unauthorized Practice of Law)

25. The Request is the product of the unauthorized practice of law.

FOR A SEVENTH DEFENSE
(Res Judicata and Collateral Estoppel)

26. The Request is barred by the doctrines of Res Judicata and Collateral Estoppel.

FOR AN EIGHTH DEFENSE
(Right to Add Additional Affirmative Defenses)

27. SCE&G reserves the right to amend this Answer to include additional affirmative defenses that may become apparent throughout the course of further investigation and/or discovery.

WHEREFORE, having fully answered the Request, SCE&G prays that the Request be dismissed with prejudice and for such other further relief as the Commission may deem just and proper.

[SIGNATURE PAGE FOLLOWS]

Respectfully submitted,

s/Mitchell Willoughby

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Columbia, South Carolina